

EXHIBIT C

STATE	CITE	APPLICABLE STANDARD
Arizona	<i>Clark v. Compania Ganadera de Cananea, S.A.</i> , 387 P.2d 235, 238 (Ariz. 1963).	“In order to establish prima facie case in action for breach of contract, plaintiff must prove existence of contract with defendant, breach thereof and resulting damages.”
Florida	<i>DNA Sports Performance Lab, Inc. v. Club Atlantis Condo. Ass'n, Inc.</i> , 219 So. 3d 107, 109 (Fla. Dist. Ct. App. 2017).	“The elements of a cause of action for breach of contract are: (1) the existence of a contract; (2) a breach of the contract, and [(3)] damages that resulted from the breach.”
Georgia	<i>SAWS at Seven Hills, LLC v. Forestar Realty, Inc.</i> , 342 Ga. App. 780, 784 (2017) (citation and punctuation omitted).	“The elements for a breach of contract claim in Georgia are the (1) breach and the (2) resultant damages (3) to the party who has the right to complain about the contract being broken.”
Indiana	<i>Collins v. McKinney</i> , 871 N.E.2d 363, 370 (Ind. Ct. App. 2007).	It is well settled that “[t]o recover for a breach of contract, a plaintiff must prove that: (1) a contract existed, (2) the defendant breached the contract, and (3) the plaintiff suffered damage as a result of the defendant's breach.”
Iowa	<i>Iowa Arboretum, Inc. v. Iowa 4-H Found.</i> , 886 N.W.2d 695, 706 (Iowa 2016).	“Generally, to establish a claim for a breach of contract, the [plaintiff] must show: (1) the existence of a contract; (2) the terms and conditions of the contract; (3) that it has performed all the terms and conditions required under the contract; (4) the defendant's breach of the contract in some particular way; and (5) that plaintiff has suffered damages as a result of the breach.”
Kentucky	<i>Metro Louisville/Jefferson Cty. Gov't v. Abma</i> , 326 S.W.3d 1, 8 (Ky. Ct. App. 2009).	“To prove a breach of contract, the complainant must establish three things: 1) existence of a contract; 2) breach of that contract; and 3) damages flowing from the breach of contract.”
Massachusetts	<i>Bulwer v. Mount Auburn Hosp.</i> , 473 Mass. 672, 690, 46 N.E.3d 24, 39 (2016).	“To prevail on a claim for breach of contract, a plaintiff must demonstrate that there was an agreement between the parties; the agreement was supported by consideration; the plaintiff was ready, willing, and able to perform his or her part of the contract; the defendant committed a breach of the contract; and the plaintiff suffered harm as a result.”
Minnesota	<i>Lyon Fin. Servs., Inc. v. Illinois Paper & Copier Co.</i> , 848 N.W.2d 539, 543 (Minn.	“The elements of a breach of contract claim are ‘(1) formation of a contract, (2) performance by plaintiff of any conditions precedent to his

	2014).	right to demand performance by the defendant, and (3) breach of the contract by defendant.”
New York	<i>U.S. Nonwovens Corp. v. Pack Line Corp.</i> , 48 Misc. 3d 211, 215, (N.Y. Sup. 2015) (citing 2 N.Y. PJI2d 4:1, at 676 [2013].	“Under New York law, ‘[t]he elements of a cause of action for breach of contract are (1) formation of a contract between plaintiff and defendant, (2) performance by plaintiff, (3) defendant's failure to perform, (4) resulting damage’”
Tennessee	<i>Ingram v. Cendant Mobility Fin. Corp.</i> , 215 S.W.3d 367, 374 (Tenn. Ct. App. 2006) (internal quotations omitted).	“The essential elements of any breach of contract claim include (1) the existence of an enforceable contract, (2) nonperformance amounting to a breach of the contract, and (3) damages caused by the breach of the contract.”
Wisconsin	<i>Sears, Roebuck & Co. v. Bayshore Town Ctr., LLC</i> , 2017 WI App 50, ¶ 29, 377 Wis. 2d 335, 900 N.W.2d 871 (internal quotations omitted).	“A breach of contract claim requires proof of three elements: (1) a contract between the plaintiff and the defendant; (2) failure of the defendant to do what it undertook to do; and (3) damages.”